



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PINNACLE INTERNATIONAL
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes DRI, ERP, FFT, LRE, MNDCT, OLC, OT, PSF, RP

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Tenants on October 18, 2018 (the “Application”). The Tenants applied for the following:

1. To dispute a rent increase that is above the amount allowed by law;
2. For the Landlord to make emergency repairs for health or safety reasons;
3. To suspend or set conditions on the Landlord's right to enter the rental unit;
4. For the Landlord to comply with the Act, regulation and/or the tenancy agreement;
5. For repairs to be made to the unit;
6. For compensation for monetary loss or other money owed; and
7. For reimbursement for the filing fee.

The Tenants filed an amendment to the Application on October 23, 2018 (the “Amendment”). The Amendment sets out the following additional request:

1. For the Landlord to provide services or facilities required by the tenancy agreement or law.

The remainder of the Amendment raises the same issues raised in the Application with additional requests or information provided.

This matter came before me for a hearing November 20, 2018 and an interim decision was issued November 22, 2018. This decision should be read with the interim decision.

The request for emergency repairs was dismissed without leave to re-apply in the interim decision and therefore will not be addressed in this decision.

At the adjourned hearing, the Tenants appeared with the Witness who was outside of the room until required. The Resident Manager and Representative appeared at the hearing for the Landlord.

I explained the hearing process to the parties who did not have questions when asked. The parties provided affirmed testimony.

The parties were given an opportunity to present relevant evidence, make relevant submissions and ask relevant questions. I have considered all documentary evidence and oral testimony of the parties. I have only referred to the evidence I find relevant in this decision.

Issues to be Decided

1. Has there been a rent increase that is above the amount allowed by law?
2. Are the Tenants entitled to an order suspending or setting conditions on the Landlords' right to enter the rental unit?
3. Are the Tenants entitled to an order that the Landlords comply with the Act, regulation and/or the tenancy agreement?
4. Are the Tenants entitled to an order for repairs to be made to the unit?
5. Are the Tenants entitled to compensation for monetary loss or other money owed?
6. Are the Tenants entitled to an order that the Landlords provide services or facilities required by the tenancy agreement or law?
7. Are the Tenants entitled to reimbursement for the filing fee?

Background and Evidence

The basis for the Tenants' Application is a mouse infestation in the rental unit that they say the Landlords have not addressed despite an order from an arbitrator at a previous hearing to do so.

I have outlined the testimony of the parties in relation to each issue below.

1. Dispute of a rent increase that is above the amount allowed by law

Tenant B.W. confirmed the rent has been increased by \$47.00 since August of 2018. The Tenants took the position that they should not have had to pay this increase from August until the hearing and should not have to pay the increase moving forward until the repairs ordered are done to their satisfaction. Tenant B.W. submitted that the Tenants should not have to pay the rent increase given how long they had to wait for the mouse infestation issue to be addressed by the Landlords. Tenant B.W. said he does not think the Tenants should be paying rent at all from June of 2018 on. Tenant B.W. testified that the only thing the Landlords have done about the mouse infestation is provide the Tenants with sticky pads and steel wool.

Tenant T.K. submitted that the Landlords did nothing about the infestation until October of 2018. Tenant T.K. said that the issue she has relates to the delay in the Landlord doing the repairs.

During the second hearing, Tenant B.W. testified that the Tenants have not seen mice in the rental unit for months. I understood him to say there is still mice feces in the rental unit indicating there are mice around. Tenant T.K. testified that the Tenants have cats that chase the mice away but that they can still hear mice. The Tenants said there were clearly mice in the rental unit at the time the original contractor attended October 30, 2018 and pulled out the cupboard because mice feces were present.

The Tenants confirmed there was no evidence submitted, other than the photos, confirming the mouse infestation continues to be an issue.

The Representative pointed out that rent was reduced by \$150.00 further to the previous order of the arbitrator. He submitted that the Landlord is legally permitted to increase the rent as the Landlord did in August. The Representative pointed out that the increase complies with the RTB limits.

The Representative submitted that the Landlord obeyed the order of the prior arbitrator. The Representative pointed to the pest control report submitted to show the steps the Landlord has taken in relation to the mouse infestation issue. The Representative pointed out that Tenant B.W. acknowledged there was not currently evidence of a mouse infestation in the rental unit. The Representative submitted that the Landlord has tried to do repairs; however, it is impossible to comply with the prior order when the Tenants do not allow access to the rental unit.

The Resident Manager testified that the Landlord tried to access the rental unit three times since the last order was made but that Tenant B.W. was uncooperative.

The Notice of Rent Increase was submitted as evidence. The notice was issued in April of 2018, prior to the hearing for the previous file.

2. Request to suspend or set conditions on the Landlord's right to enter the rental unit

The Tenants sought an order that the Landlords not be permitted to access the rental unit unless the Tenants are present. Further, that the Landlords must have a valid reason to enter the rental unit. Lastly, that the Landlords not enter the rental unit to check on cleanliness.

Tenant T.K. testified that there was a misunderstanding in relation to the notice issued in October by the Landlords to enter the rental unit and that the Tenants thought entry was more about cleanliness than repairs. She said the Tenants want to be present when the Landlords enter because it is their place.

The Landlords did not take issue with this request and stated that they do not have access to the rental unit because the Tenants changed the locks. The Resident Manager said she does not recall a time when the Landlords entered the rental unit without someone present.

Tenant B.W. acknowledged that he changed the locks of the rental unit without the Landlords' permission. The Tenants testified that Tenant B.W. gave the Landlords a key. The Landlords denied this.

3. Request for the Landlord to comply with the Act, regulation and/or the tenancy agreement

The Tenants raised issues in their Application that I understood to have already been dealt with.

The Tenants confirmed they are asking that the Landlords comply with the previous order from the previous file.

4. For repairs to be made to the unit

The Tenants sought repairs to the kitchen, carpet and closet in the rental unit.

In relation to the kitchen, the Tenants sought repair of the baseboard as well as the counter and cupboard under the kitchen sink.

In relation to the baseboard, the Landlords agreed to have the contractor attend the rental unit and redo them. Tenant B.W. objected to this because he feels the baseboards should not be done until the subflooring is repaired. Tenant B.W. also objected to the original contractor who did the baseboards redoing them.

The Tenants testified that the cupboard under the kitchen sink is rotting and should be removed and replaced. Tenant B.W. testified that the cupboard is covered in mice feces and is contaminated. The Tenants asked that the cupboard and counter be replaced. The Tenants asked that this be done by an independent contractor of their choosing. Tenant B.W. testified that the original contractor who did the work used to be a neighbour of the Resident Manager and is her friend. He said the original contractor is not a professional. The Tenants also asked that pest control attend.

Tenant T.K. testified that the cupboard is rotting and said she did not know the cause of this. Tenant T.K. testified that the photos submitted show a mouse nest under the cabinet and said this was taken when the contractor took the cupboard out.

The Tenants called the Witness. During the hearing, the Witness walked around the rental unit and stated what she observed. She said she could see mice feces and that it appeared the mice were getting through a hole that had steel wool in it. She testified that there were mice feces under the sink and it was rotting.

The Representative testified that the Landlords attempted to go into the unit to do repairs several times but that the Tenants were uncooperative and would not allow the contractor access. The Representative testified that the contractor has not finished work on the rental unit because the Tenants have been uncooperative. The

Representative pointed to photo evidence of the work done on the rental unit and emails from the contractor.

The Representative submitted that the Tenants have not submitted evidence in relation to mice feces in the rental unit or rotten cabinets to support their claim. The Representative disputed when the photos submitted by the Tenants were taken and said some were taken years ago.

The Representative testified that the original contractor who did the work in the rental unit owns a company that does all repairs for the Landlord at residential and commercial buildings. The Representative said he is not a friend of the Resident Manager.

The Resident Manager testified that there were three occasions prior to work on the rental unit being started that the Landlord asked for access to the rental unit to measure flooring and cabinets and the Tenants refused entry. She said this occurred October 17, 2018 after notice was given October 13, 2018. The Resident Manager testified that this also occurred October 30, 2018 and referred to a text message in this regard. The Resident Manager testified that pest control came October 17th to check the rental units in the building and the Tenants refused access. She testified that the Landlords were again denied access on November 7, 2018 after the Tenants were given 24 hours notice of the Landlord entering.

Tenant B.W. acknowledged he denied access to the rental unit in relation to the October 13, 2018 notice. He said he did this because the notice related to cleanliness of the rental unit. He said he wanted to confirm with the RTB that the Landlord was permitted to enter the rental unit as stated on the notice. Tenant T.K. testified that the Tenants felt like the Landlord wanted to come into the rental unit to assess cleanliness rather than to address repairs that were previously ordered.

Tenant B.W. testified that he allowed the contractor into the rental unit. He said the first night the contractor arrived late and was at the rental unit until 7:00 p.m. at night. I understood this to be October 29th from the materials. Tenant B.W. acknowledged that he denied the contractor access November 7, 2018. He said he did this because the plan was for the contractor to put baseboards in and Tenant B.W. felt the baseboards should not be put in when the subflooring and linoleum had not been replaced.

The prior arbitrator already ordered the Landlords to replace or repair all the flooring and walls in the Tenants' rental unit that have been damaged by rodent activity.

The Representative agreed to the Landlord replacing the closet in the bedroom on the condition that the Tenants allow access to the rental unit. The parties agreed as follows:

The Landlord will replace the closet door in the master bedroom of the rental unit on the condition that the Tenants allow access to the rental unit for this purpose. The Landlord will give the Tenants 48 hours written notice to enter the rental unit for this purpose.

The Tenants submitted a photo of the floor under the kitchen cupboard showing it has mice feces on it.

The Tenants submitted a text sent to the Resident Manager with photos attached from November 1, 2018. The photos show mice feces and under the kitchen cupboard.

The Landlord submitted a letter dated November 2, 2018 from pest control stating that the last time the company was called to the rental unit the technician could not find any new mice activity. It states that the Tenants in the rental unit refused inspection October 17, 2018.

The Landlord submitted an email from the contractor dated October 30, 2018 stating that the Tenants were unavailable at 11:00 a.m. and again after 4:00 p.m. It refers to the contractor having installed new flooring and replacing the contaminated subflooring. The Landlord submitted the notice for this entry and it states they would be entering between 10:00 a.m. and another time that I cannot read.

The Landlord submitted an email from the contractor dated November 7, 2018 stating that the Tenants were unavailable and he could not get a hold of them. It refers to this being a missed appointment.

Both parties submitted text messages from Tenant B.W. to the contractor stating they will have to reschedule the appointment because it was after 4:00 p.m.

5. Request for compensation for monetary loss or other money owed

The Tenants requested \$15,000.00 in the Application. At the hearing, the Tenants requested the following:

- \$160.00 compensation for carpet cleaning;
- More compensation than the \$150.00 awarded by the previous arbitrator;

- To not have to pay any rent from June of 2018 until the repairs are completed; and
- \$3,000.00 for the elevator not working.

The Tenants submitted that they should not have to pay rent from June of 2018 until the repairs are complete. Tenant B.W. submitted that the Landlords should have dealt with the mouse infestation in May of 2018. Tenant B.W. said there was unnecessary delay in the Landlords complying with the order of the previous arbitrator.

Tenant B.W. confirmed the Tenants live at the rental unit, cook there and sleep there.

The Tenants sought compensation for the elevator in the building not working. Tenant B.W. testified that he is on disability and it is difficult for him to walk up three flights of stairs with groceries. He said the elevator was broken for most of the first half of 2018. Tenant B.W. testified that the elevator periodically breaks down. Tenant B.W. submitted that the Tenants are paying for an elevator in the building yet do not have access to it occasionally. Tenant B.W. said the Tenants are seeking \$50.00 per day when the elevator was not working. Tenant B.W. did not know how many days the elevator was broken. He said the Tenants are asking for compensation for 60 days when the elevator was broken and said the elevator was broken for more than 60 days.

Tenant T.K. testified that she herself has back issues and it is difficult for the Tenants when the elevator is broken. She said there were times when she would have to carry the Tenants' items up the stairs because Tenant B.W. was unable to. Tenant T.K. testified that there are times when Tenant B.W. is incapacitated.

The Representative submitted that the request for compensation is completely baseless. The Representative submitted that the requested compensation is not reasonable. He submitted that the Landlord has complied with the previous order.

The Representative disputed that it is difficult for Tenant B.W. to walk up three flights of stairs. He said it is not accurate that the elevator was broken for two months. The Representative testified that the elevator was shut down for three days to do necessary upgrades.

6. *Request for the Landlord to provide services or facilities required by the tenancy agreement or law*

This claim related to the request for new carpet, new closet door and compensation for the broken elevator. These have been addressed above.

The Tenants also sought reimbursement for registered mail sent to the Landlords. The Tenants are not entitled to reimbursement for the cost of corresponding with the Landlords or preparing for dispute resolution proceedings and I have not considered this request.

Analysis

Pursuant to rule 6.6 of the Rules of Procedure, the Tenants as applicants have the onus to prove their claim.

I note the following about the Tenants' evidence.

Many of the photos submitted by the Tenants are not labelled and it is not clear to me what the photos are of or how they are relevant to the issues before me. Much of the evidence submitted by the Tenants is from early in 2018 and prior to the hearing for the previous file.

I note that some of the photos submitted by the Tenants are labelled to indicate they show mice feces; however, when I view the photos I cannot tell where in the photo mice feces are shown.

The photos do not include a time or date stamp such that the date they were taken can be determined from the photo. Many of the photos do not include the date of the photo in the file name.

The Tenants did not submit any reports from pest control or contractors that they have had attend the rental unit to assess the situation. The Tenants' evidence to support their claim mainly consists of photos and their own statements or communications with the Landlords about the issues raised.

1. Dispute of a rent increase that is above the amount allowed by law

Part 3 of the *Residential Tenancy Act* (the "Act") sets out allowable rent increases and states that tenants can recover the increase when a landlord collects a rent increase that does not comply with Part 3.

The Tenants disputed the rent increase because they feel they should not have to pay it until the mouse infestation is addressed and repairs done. The Tenants did not submit that the rent increase does not comply with the *Act*.

I am not satisfied that the Landlord has imposed a rent increase that does not comply with the *Act* given this was not raised as an issue.

I am not satisfied based on the evidence or submissions of the Tenants that they should not have to pay the rent increase. The prior arbitrator allowed for a rent reduction and the Tenants have had their rent reduced accordingly. I am not satisfied that the Tenants are entitled to a further rent reduction as I find the \$150.00 ordered previously to be sufficient to address the issues raised by the Tenants that are supported in the evidence.

I note that the majority of the evidence submitted by the Tenants is from early last year and prior to the hearing on the previous file. I am not satisfied that the mouse infestation has gotten worse and note that Tenant B.W. said they have not seen mice in a few months.

Further, I am satisfied based on the notices of entry submitted, correspondence from the contractor and documentation from pest control that the Landlords have taken steps to address the issues raised.

I am further satisfied based on the evidence submitted that the Tenants have not been cooperative with the Landlords in addressing this issue. I find this based on the acknowledgement by Tenant B.W. that he denied the Landlords access to the rental unit twice as well as on the notices of entry and correspondence from the contractor and pest control.

Upon review of the evidence submitted by the Tenants, and considering their submissions, I am not satisfied that they are entitled to a further rent reduction than the \$150.00 already awarded.

2. *Request to suspend or set conditions on the Landlord's right to enter the rental unit*

Section 29 of the *Act* states the following in relation to a landlord's right to enter a rental unit:

29 (1) A landlord must not enter a rental unit that is subject to a tenancy agreement for any purpose unless one of the following applies:

- (a) the tenant gives permission at the time of the entry or not more than 30 days before the entry;
- (b) at least 24 hours and not more than 30 days before the entry, the landlord gives the tenant written notice that includes the following information:
 - (i) the purpose for entering, which must be reasonable;
 - (ii) the date and the time of the entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees;
- (c) the landlord provides housekeeping or related services under the terms of a written tenancy agreement and the entry is for that purpose and in accordance with those terms;
- (d) the landlord has an order of the director authorizing the entry;
- (e) the tenant has abandoned the rental unit;
- (f) an emergency exists and the entry is necessary to protect life or property.

(2) A landlord may inspect a rental unit monthly in accordance with subsection (1) (b).

I am not satisfied the Tenants are entitled to an order suspending or setting conditions on the Landlords' right to enter the rental unit.

None of the evidence submitted satisfies me that there is a basis to restrict the right of the Landlords to enter the rental unit. There was no evidence brought to my attention in relation to the Landlords improperly entering the rental unit or behaving in a manner that would justify an order limiting their right to enter the rental unit.

To be clear, the Landlords have the right to enter the rental unit in accordance with section 29 of the *Act*. The Tenants do not have to be present when the Landlords enter as that is not a requirement under the *Act*. Nor do I find it appropriate to order that the

Tenants must be present given the lack of evidence that this is necessary in the circumstances.

I note that the Landlords must always have a valid reason for entering the rental unit as stated in section 29 of the *Act* and therefore there is no need for me to order this.

Further, I decline to order that the Landlords cannot enter the rental unit to check on cleanliness. The Landlords are permitted to enter the rental unit to ensure the Tenants are complying with section 32 of the *Act* if the Landlords comply with section 29 of the *Act*. The Tenants have not submitted any evidence that would justify limiting this right of the Landlords.

For reference of the parties, I note section 31 of the *Act* which states:

A tenant must not change a lock or other means that gives access to his or her rental unit unless the landlord agrees in writing to, or the director has ordered, the change. [emphasis added]

3. *Request for the Landlord to comply with the Act, regulation and/or the tenancy agreement*

I do not find it necessary to order that the Landlords comply with the previous order of the arbitrator. That order stands, and the Landlords must comply with it. If the Tenants are of the view that the Landlords have not complied with it, their remedy is to seek compensation not to seek a further order from an arbitrator. I note that the Landlords must still comply with the notice requirements under section 29 of the *Act* and that, if they do, the Tenants have no right to refuse entry to the rental unit.

4. *For repairs to be made to the unit*

Section 32 of the *Act* states:

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Section 62(3) of the *Act* states:

(3) The director may make any order necessary to give effect to the rights, obligations and prohibitions under this Act, including an order that a landlord or tenant comply with this Act, the regulations or a tenancy agreement and an order that this Act applies.

I am satisfied that the baseboard should be redone given the Landlords' position on this at the hearing. The Landlord is ordered to have the baseboard in the kitchen of the rental unit redone. I decline to order the Landlord to use someone other than the original contractor to redo the baseboard. I do not find the baseboard issue to be significant. I find it is more of a decorative issue than an actual repair issue. Therefore, I find the Landlord is entitled to use whichever contractor they choose to redo the baseboard. The Landlord is required to give the Tenants proper notice of entry into the rental unit to redo the baseboard.

I am not satisfied the counter or cupboard under the kitchen sink needs to be removed and replaced. The Representative disputed that there was an issue with the counter or cupboards. The Tenants have not submitted sufficient evidence that there is an issue with the counter or cupboard.

The photos submitted are of the flooring under the cupboard when it was removed by the contractor. I do not accept that the mice feces, debris or mouse nest on the flooring affects the cupboard or counter which would be on top of this. The Tenants did not point me to photos of the cupboard or counter showing it is rotting or otherwise damaged during the hearing and I cannot find such photos in the evidence. The Tenants did not submit other evidence, such as reports by contractors or pest control retained by them to assess the situation.

The Tenants did call the Witness who spoke about the state of the cupboard; however, the Witness did not provide a basis for her opinion that the cupboard was rotting and I do not find the testimony of the Witness satisfies me that the cupboard and counter must be replaced due to contamination. In the circumstances, I am not satisfied the counter or cupboard requires repair.

The prior arbitrator already ordered the Landlords to replace or repair all the flooring and walls in the Tenants' rental unit that have been damaged by rodent activity. This covers the carpet in the rental unit. I do not find it necessary to issue another order in

relation to the carpet as there is already an order that addresses this. If the Tenants are of the view that the Landlords have not complied with the order, their remedy is to seek compensation and not to seek another order from an arbitrator.

The Representative agreed to the Landlord replacing the closet in the bedroom on the condition that the Tenants allow access to the rental unit. The parties agreed as follows:

The Landlord will replace the closet door in the master bedroom of the rental unit on the condition that the Tenants allow access to the rental unit for this purpose. The Landlord will give the Tenants 48 hours written notice to enter the rental unit for this purpose.

Both parties must comply with this agreement.

I caution the Tenants that if they do not allow access to the rental unit when the Landlords have complied with the notice requirements under the *Act*, this may adversely affect any future claims for compensation or further repairs in relation to the issues that have been raised.

5. Request for compensation for monetary loss or other money owed

The prior arbitrator dismissed the Tenants' claim for \$160.00 for carpet cleaning and therefore I will not reconsider this issue.

The prior arbitrator ordered compensation for the mouse infestation and I will not reconsider this issue based on the submission of the Tenants that the amount ordered was not sufficient.

Section 7 of the *Act* states:

7 (1) If a landlord...does not comply with this Act, the regulations or their tenancy agreement, the non-complying landlord...must compensate the other for damage or loss that results.

...

Policy Guideline 16 deals with compensation for damage or loss and states in part the following:

It is up to the party who is claiming compensation to provide evidence to establish that compensation is due. In order to determine whether compensation is due, the arbitrator may determine whether:

- a party to the tenancy agreement has failed to comply with the Act, regulation or tenancy agreement;
- loss or damage has resulted from this non-compliance;
- the party who suffered the damage or loss can prove the amount of or value of the damage or loss; and
- the party who suffered the damage or loss has acted reasonably to minimize that damage or loss.

I decline to order that the Tenants do not have to pay rent from June 2018 until the mouse infestation is addressed and repairs completed for the same reasons noted above in the rent increase section. I am not satisfied the Tenants are entitled to further compensation than that ordered by the previous arbitrator.

I am not satisfied the Tenants are entitled to \$3,000.00 for the elevator in the building being broken. The Representative disputed that the elevator was broken for 60 days or more. The Tenant acknowledged that he did not know how many days the elevator was broken for but then said 60. The Tenants did not point to any evidence submitted that supports this claim and I cannot find such evidence in the evidence submitted. I am not satisfied that the Tenants have met their onus to prove they are entitled to the compensation sought.

I acknowledge that the Representative said the elevator was unavailable for three days while it was being upgraded. I do not find this to be a significant amount of time such that compensation is required. I find this to be something tenants should expect from time to time.

6. Request for the Landlord to provide services or facilities required by the tenancy agreement or law

The issues raised under this ground have all been addressed in the other grounds.

I do not find that the Tenants are entitled to reimbursement for the filing fee. The majority of the Tenants' claims have been dismissed without leave to re-apply. The Landlords agreed to do some repairs and therefore the Tenants were successful in this regard. However, I am satisfied that these repairs may have been done sooner if the

Tenants had cooperated with the Landlords in getting them done and therefore I do not find success on these issues to justify reimbursement for the filing fee.

Conclusion

The claims are dealt with as follows:

1. Has there been a rent increase that is above the amount allowed by law?

No. Dismissed without leave to re-apply.

2. Are the Tenants entitled to an order suspending or setting conditions on the Landlords' right to enter the rental unit?

No. Dismissed without leave to re-apply.

3. Are the Tenants entitled to an order that the Landlords comply with the Act, regulation and/or the tenancy agreement?

No. Dismissed without leave to re-apply.

4. Are the Tenants entitled to an order for repairs to be made to the unit?

The Landlords are ordered to have the baseboard in the kitchen redone. The Landlords are required to give the Tenants proper notice of entry into the rental unit to redo the baseboard.

The request for the Landlords to replace the counter and cupboard under the kitchen sink is dismissed without leave to re-apply.

The request for the Landlords to replace the carpeting in the rental unit is dismissed without leave to re-apply given this is covered by the previous order.

Both parties must comply with the following agreement in relation to the closet in the master bedroom:

The Landlord will replace the closet door in the master bedroom of the rental unit on the condition that the Tenants allow access to the rental unit for this

purpose. The Landlord will give the Tenants 48 hours written notice to enter the rental unit for this purpose.

5. Are the Tenants entitled to compensation for monetary loss or other money owed?

No. Dismissed without leave to re-apply.

6. Are the Tenants entitled to an order that the Landlords provide services or facilities required by the tenancy agreement or law?

No. Dismissed without leave to re-apply.

7. Are the Tenants entitled to reimbursement for the filing fee?

No. Dismissed without leave to re-apply.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: January 28, 2019

Residential Tenancy Branch